

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT

1

DATE  
10/10/02

TO LEASE NO. GS-09B-01133

Address of Premises: 1950 G Street, Fresno, CA.

THIS AGREEMENT, made and entered into this date by and between: Aardex Properties IV LLC,

whose address is: 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that effective upon signature by the Government, the said Lease is amended to:

1. Change the occupancy date to on or about April 17, 2003.
2. Establish a street address as 1950 G Street, Fresno, California 93706.
3. Adjust the annual rent by \$20,852.00 for unit cost adjustments.

Paragraph 1, 3 and 9 are hereby deleted and the following substituted therefore:

Paragraph 1.8 of the Solicitation for Offers is hereby deleted and the following substituted therefore:

"1. The Lessor hereby leases to the Government the following described premises: A total of 104,796 rentable square feet of office and related space, yielding 102,325 net usable square feet of office and related space along with one hundred fifty eight (158) secured, reserved, off-street parking spaces located at 1950 G Street in Fresno, California. The actual square footage will be established by a Supplemental Lease Agreement upon delivery of the space and the Government's acceptance for beneficial occupancy to be used for such purposes as may be determined by the Government".

"3. The Government shall pay the Lessor annual rent of \$1,381,104.08 (104,796 R.S.F. x \$12.98 + \$20,852.00) per rentable square foot per annum, at the rate of \$115,092.00 per month in arrears. The actual rent will be established by a Supplemental Lease Agreement upon delivery of the space and the Government's acceptance for beneficial occupancy. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Aardex Properties IV LLC, 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228.

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15<sup>th</sup> day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date". Rent shall be paid by Electronic Fund Transfer."

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Aardex Properties IV LLC

BY: (b)(6) - Ben Weeks

(Signature)

MANGR. 10/10/02  
(Title)

IN THE PRESENCE OF (witnessed by:)

(b)(6)

(Signature)

12340 W. Alameda Pkwy #220 Lakewood CO  
(Address)

UNITED STATES OF AMERICA

BY: (b)(6) - Doug Wierenga

(Signature)

Contracting Officer  
General Services Administration


**SHEET NO. 1 ATTACHED HERETO AND MADE A PART OF LEASE GS-09B-01133.**

"9. Pursuant to paragraph 3.1, Unit Costs, The Unit Cost Items and Special Space Requirements Quantities. The Lessor shall provide all requirements set forth in the Solicitation for Offers No. GS-09B-01133 in the rent without additional charge or adjustment.

Unit cost quantities were determined using the intent layout and are summarized in Exhibit B. These quantities are the Governments projections. Actual quantities may not be determined until after beneficial occupancy. GSA will use each unit cost to make a rental increase if the amount of unit cost items provided at beneficial occupancy is more than specified or take a credit from the rental if the amount is less using the amortization rate specified in the offer. The rent rate shall be adjusted using the amortization rate of 6% per annum and a amortization period of 15 years, with the express understanding that if the government terminates prior to the term of the lease (15 years) but after the firm term (10 years) no additional payments are required beyond the date of termination."

Based upon the difference between the unit cost items projected in the original lease dated 5/22/2002 (b) (4) and the unit cost quantities found on the intent layout (b) (4) the total unit cost increase is (b) (4) Therefore, the rental rate shall be increased by (b) (4) annually.

"1.8. Occupancy is required on or about April 17, 2003. If the entire space is delivered before that date, the Lessor shall provide adequate notification to allow sufficient time for the Government to coordinate relocation activities".

Initial:   
LESSOR

&

  
GOVERNMENT

3 Pages - SLA #1 Attachment - Lease Exhibit B - Unit Cost/TI Closeout - (b)(4)



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT

2

DATE  
10/10/02

TO LEASE NO. GS-09B-01133

Address of Premises: 1950 G Street, Fresno, CA.

THIS AGREEMENT, made and entered into this date by and between: Aardex Properties IV LLC,

whose address is: 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that effective upon signature by the Government, the said Lease is amended to provide for additional tenant improvements and lump sum payment, establish a new operating cost base and annual rent.

Paragraph's 3 and 5 are hereby deleted and the following substituted therefore:  
Paragraph 11 and 12 are hereby added:

"3. The Government shall pay the Lessor annual rent of \$1,386,578.38 (\$1,381,104.08 + (b) (4) ), \$13.23 per rentable square foot per annum, at the rate of \$115,548.20 per month in arrears. The actual rent will be established by a Supplemental Lease Agreement upon delivery of the space and the Government's acceptance for beneficial occupancy. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Aardex Properties IV LLC, 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228.

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15<sup>th</sup> day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date". Rent shall be paid by Electronic Fund Transfer."

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Aardex Properties IV LLC

BY (b)(6) - Ben Weeks  
(Signature)

MARY R. 10/10/02  
(Title)

IN THE PRESENCE OF (witnessed by)

(b) (6)  
(Signature)

12340 W. Alameda Pkwy. #220 Lakewood CO  
(Address)

UNITED STATES OF AMERICA

BY (b)(6) - Doug Wierenga  
Contracting Officer  
General Services Administration

**SHEET NO. 1 ATTACHED HERETO AND MADE A PART OF LEASE GS-09B-01133.**

"5. Pursuant to Paragraph 3.7, Operating Costs, of the Solicitation for Offers, beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs, based on the percent of change in the Cost of Living Index. For purpose of adjustment the base rent is established at \$2.26 per rentable square foot per annum.

"11. The following change directives are established as part of the rental consideration.


(b) (4)

Total cost: (b) (4). The annual rental rate shall be increased by (b) (4) and a lump sum payment in the amount of (b) (4) shall be paid upon beneficial occupancy and receipt of a correct invoice.

Lessor waives any restoration in connection with the work. Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the lessor under this lease.

"12. This lease upon execution contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this lease.

Initial:  
LESSOR

  
\_\_\_\_\_

&

  
\_\_\_\_\_

GOVERNMENT

SLA No. 4: 7 pages - (b)(4);47 Pages - Tenant Change Directive #2 - (b)(5) & (b)(7)(f)14 pages - (b)(5) & (b)(7)(f)



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT  
3

DATE  
10/30/02

TO LEASE NO. GS-09B-01133

Address of Premises: 1950 G Street, Fresno, CA.

THIS AGREEMENT, made and entered into this date by and between: Aardex Properties IV LLC,  
whose address is: 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228,  
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that effective upon signature by the Government, the said Lease is amended to provide for additional tenant improvements.

Paragraph 12 is reiterated, and 13 added:

"13. The following change directive is established as part of the rental consideration.

(b) (4)

Lessor waives any restoration in connection with the work. Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the lessor under this lease.

"12. This lease upon execution contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this lease.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Aardex Properties IV LLC

BY

(b)(6) - Ben Weeks

MANAGER

(Title)

IN THE

(b) (6)

(Signature)

12340 W. Alameda Pkwy #220 Lakewood CO 80228

(Address)

UNITED STATES OF AMERICA

BY

(b)(6) - Doug Wierenga

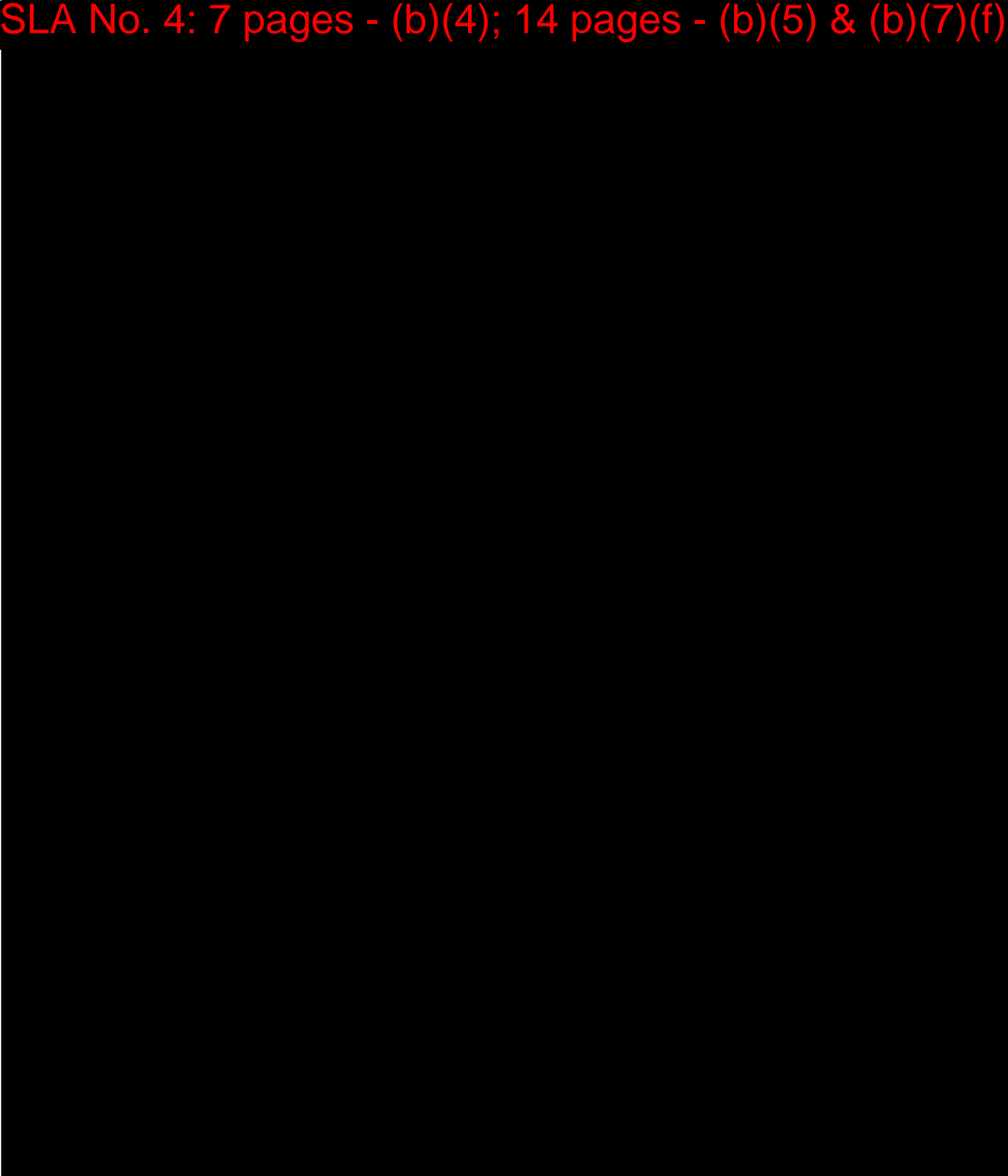
Contracting Officer  
General Services Administration

1 page - Attachment - Change to Lease Summary - (b)(4)





SLA No. 4: 7 pages - (b)(4); 14 pages - (b)(5) & (b)(7)(f)



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT

5

DATE

~~5/22/03~~

TO LEASE NO. GS-09B-01133

Address of Premises: 1950 G Street, Fresno, CA.

THIS AGREEMENT, made and entered into this date by and between: Aardex Properties IV LLC, whose address is: 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that effective upon signature by the Government, the said Lease is amended to establish beneficial occupancy and termination right dates, correct the rentable square footage by 99 square feet and increase the rent by \$1,309.89 annually.

Paragraphs 1,2,3 and 4 have been deleted in their entirety and substuted therefore:  
Paragraph 13 is reiterated.

"1. The Lessor hereby leases to the Government the following described premises: A total of 104,895 rentable square feet of office and related space, yielding 102,325 net usable square feet of office and related space along with one hundred fifty eight (158) secured, reserved, off-street parking spaces located at 1950 G Street in Fresno, California, to be used for such purposes as may be determined by the Government".

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2003, through April 30, 2018, subject to termination rights as may be set forth."

"3. The Government shall pay the Lessor annual rent of \$1,387,888.27 (\$13.23 per rentable square foot per annum) at the rate of \$115,657.35 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Aardex Properties IV LLC, 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228."

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15<sup>th</sup> day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent shall be paid by Electronic Fund Transfer."

"4. The Government may terminate this lease after April 30, 2013, in whole or in part, at any time by giving at least 180 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"13. This lease upon execution contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this lease."

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LES (b)(6) - Ben Weeks

BY

*MANAGER - 5/22/03*  
(Title)

IN THE PR

(b) (6)

(Signature)

*12340 W. Alameda Pkwy. #220 Lakewood CO 80228*

(Address)

UNITED STATES OF A (b)(6) - Doug Wierenga

BY

*Contracting Officer*  
*General Services Administration*

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL</b> <b>AGREEMENT</b> 6	<b>DATE</b> <del>9/4/03</del> <b>10-27-03</b> <span style="float: right;"><i>Ren</i></span>
<b>TO LEASE NO. GS-09B-01133</b>		
Address of Premises: 1950 G Street, Fresno, CA.		
THIS AGREEMENT, made and entered into this date by and between: Aardex Properties IV LLC, whose address is: 12340 West Alameda Parkway, Suite 220, Lakewood, Colorado 80228, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that effective upon signature by the Government, the said Lease is amended to provide for necessary loading dock alterations.		
Paragraph 12 is reiterated and Paragraph 15 is added:		
"15. The following change directive is established as part of the rental consideration.		
1. Provide necessary design, materials and labor to alter the slope of the existing loading dock construction. The Government's negotiated portion of this work is to be (b) (4)		
Based upon the above, the lump sum payment due shall be paid upon acceptance by the Government and a receipt of a correct invoice.		
Lessor waives any restoration in connection with the work. Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the lessor under this lease.		
"12. This lease upon execution contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this lease.		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Aardex Properties IV LLC BY: <u>(b)(6) - Ben Weeks, V.P.</u> (Signature)	<u>V.P. AARDEX LLC</u> (Title)	
IN THE <u>(b) (6)</u> (Signature)	<u>12340 W. Alameda Pkwy #220 Lakewood CO 80228</u> (Address)	
<b>UNITED STATES OF AMERICA</b>		
BY: <u>(b)(6) - Regina Nickerson</u> Contracting Officer General Services Administration		

U.S. GOVERNMENT LEASE  
CHANGE OF LESSOR FORM

Supplemental Agreement No. 1 GSA 7A

Effective Date:

To Lease No. GS-09B-01133 MD

FEB 16 2006

TRANSFEROR, TRANSFeree, and the UNITED STATES OF AMERICA ("Government") enter into this Agreement (the "Agreement") as of the Effective Date (defined below). This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the referenced Government lease, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

A. Definitions. All initial capitalized words in this Agreement shall have the same meaning as specified below.

- (1) "Transferor": AARDEX PROPERTIES IV, LLC (a NV LLC) Include the full name of predecessor-  
lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. If Transferor is a partnership,  
indicate whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind the corporation or  
partnership. If the Transferor is different than the original lessor, attach copies of intervening deeds and brief explanation of the  
chain of title:
- (2) Signatory authorized to bind Transferor: RICHARD E. BUTLER MANAGER  
[print name] [Title]
- (3) "Transferee": HPI/GSA PROPERTIES FOUR, LIMITED PARTNERSHIP Include full name of successor-  
lessor. If Transferee is corporation, include full name of corporation and state of incorporation. If Transferee is partnership,  
indicate whether general or limited partnership. Specify name of signatory authorized to bind the corporation or partnership.
- (4) Signatory authorized to bind Transferee: DAVID GIVNER MEMBER OF HPI/GSA PROPERTIES FOUR,  
THE GP OF HPI/GSA PROPERTIES FOUR, LIMITED PARTNERSHIP  
[print name] [Title]
- (5) "Effective Date": Date transfer of assets became effective under applicable State law.
- (6) "Property": 1950 G STREET [Street Address]  
PRESNO, CA 93706 [City, State and Zip Code]
- (7) "Leased Premises": 1950 G STREET, PRESNO, CA 93706  
[Include location of leased premises, e.g., floor number or suite number.]

B. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (1) The Government, represented by various Contracting Officers of the United States General Services Administration, has entered into that certain lease with the Transferor: Lease GS-09B- 01133. The term, the "Lease", as used in this Agreement, means the above described lease, including all modifications, made between the Government and the Transferor before the Effective Date of this Agreement. In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the Effective Date of this Agreement.

- (2) As of the Effective Date, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease by virtue of a grant deed to the Property

\_\_\_\_\_ [insert a term(s) descriptive of the legal transaction involved between the Transferor and the Transferee—for example, "a grant deed to the Property"].

- (3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease by virtue of the above transfer.
- (4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.
- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.
- (7) Evidence of the above transfer has been submitted to the Government.

C. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- (1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.
- (2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease and is bound by all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.
- (3) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all right, title, and interest of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term, "Lessor", as used in the Lease, shall refer to the Transferee.
- (4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government

against the Transferor.

- (5) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.
- (6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to the Transferee and sent to the Transferee at the following address:

VIA EFT - See Attached ACH Vendor Enrollment Form

HP/IGSA - 4C, L.P.

100 N. TRYON ST. #5500, CHARLOTTE, NC 28202

- (7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement. ~~The Transferor waives notice of, and consents to, any such future modifications.~~ <sup>Occurring Prior to the Effective Date," REIS</sup>
- (9) The Lease shall remain in full force and effect, except as modified by this Agreement.
- (10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

**TRANSFEROR:** [Attach additional pages if necessary for multiple signatures or multiple entities]

AARDEX PROPERTIES II, LLC

By

(b) (6)

Print Name RICHARD E. BUTLER

Title MANAGER

CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_; that \_\_\_\_\_ who signed this Agreement for this corporation, was then \_\_\_\_\_ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_.

By

[CORPORATE SEAL]

**TRANSFEE:** [Attach additional pages if necessary for multiple signatures or multiple entities]

SEE ATTACHED

[Print name of Transferee]

By

Print Name

Title

CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_; that \_\_\_\_\_ who signed this Agreement for this corporation, was then \_\_\_\_\_ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_.

By

[CORPORATE SEAL]

**Government:** UNITED STATES OF AMERICA

(b) (6)

Name: M.E. NYGREN

Title: CONTRACTING OFFICER

The Government's execution of this Change of Lessor Form shall not be construed as consent to subordination of Government's interest to the Ground Lease.

ME

U.S. Government Lease Change of Lessor Form  
Supplemental Agreement No. 6  
To Lease No. GS-09B-01133

TRANSFeree:

HPI/GSA Properties Four, Limited Partnership

By: HPI/GSA Properties Four, L.L.C.  
Its: General Partner

(b) (6)

By: David Givner  
Its: Member

(b) (6)

By: Michael Verruto  
Its: Member

**U.S. GOVERNMENT LEASE  
CHANGE OF LESSOR FORM**

Supplemental Agreement No. 86B

Effective Date:

To Lease No. GS-09B-01133 7B

FEB 16 2006

TRANSFEROR, TRANSFEE, and the UNITED STATES OF AMERICA ("Government") enter into this Agreement (the "Agreement") as of the Effective Date (defined below). This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the referenced Government lease, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

A. Definitions. All initial capitalized words in this Agreement shall have the same meaning as specified below.

- (1) "Transferor": HPI/GSA Properties Four, Limited Partnership Include the full name of predecessor-  
lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. If Transferor is a partnership,  
indicate whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind the corporation or  
partnership. If the Transferor is different than the original lessor, attach copies of intervening deeds and brief explanation of the  
chain of title: member of HPI/GSA Properties Four, LLC,  
The gp of HPI/GSA Properties Four, Limited Partnership
- (2) Signatory authorized to bind Transferor: David Givner  
[print name] [Title]
- (3) "Transferee": HPI/GSA-4C, L.P. (Limited Partnership) Include full name of successor-  
lessor. If Transferee is corporation, include full name of corporation and state of incorporation. If Transferee is partnership,  
indicate whether general or limited partnership. Specify name of signatory authorized to bind the corporation or partnership.  
member of HPI/GSA-4C, LLC, the gp  
of HPI/GSA-4C, L.P.
- (4) Signatory authorized to bind Transferee: David Givner  
[print name] [Title]
- (5) "Effective Date": Date transfer of assets became effective under applicable State law.
- (6) "Property": 1950 G Street [Street Address]  
Fresno, CA 93706 [City, State and Zip Code]
- (7) "Leased Premises": 1950 G Street Fresno, CA 93706  
[Include location of leased premises, e.g., floor number or suite number.]

**B. THE PARTIES AGREE TO THE FOLLOWING FACTS:**

- (1) The Government, represented by various Contracting Officers of the United States General Services Administration, has entered into that certain lease with the Transferor: Lease GS-09B- 01133. The term, the "Lease", as used in this Agreement, means the above described lease, including all modifications, made between the Government and the Transferor before the Effective Date of this Agreement. In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the Effective Date of this Agreement.

- (2) As of the Effective Date, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease by virtue of a grant deed to the Property

\_\_\_\_\_[Insert a term(s) descriptive of the legal transaction involved between the Transferor and the Transferee—for example, "a grant deed to the Property"].

- (3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease by virtue of the above transfer.
- (4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.
- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.
- (7) Evidence of the above transfer has been submitted to the Government.

**C. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:**

- (1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.
- (2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease and is bound by all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.
- (3) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all right, title, and interest of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term, "Lessor", as used in the Lease, shall refer to the Transferee.
- (4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government



against the Transferor.

- (5) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.
- (6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to the Transferee and sent to the Transferee at the following address:
- Via EFT - See attached ACH Vendor Enrollment Form  
HQ/GSA-4C, LP  
100 N. Tryon Street, #5500, Charlotte, NC 28202
- (7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement. The Transferor waives notice of, and consents to, any such future modifications.
- (9) The Lease shall remain in full force and effect, except as modified by this Agreement.
- (10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

**TRANSFEROR:** [Attach additional pages if necessary for multiple signatures or multiple entities]

See attached

[Print name of Transferor]

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_; that \_\_\_\_\_ who signed this Agreement for this corporation, was then \_\_\_\_\_ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_

[CORPORATE SEAL]

**TRANSFEE:** [Attach additional pages if necessary for multiple signatures or multiple entities]

See attached

[Print name of Transferee]

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of \_\_\_\_\_; that \_\_\_\_\_ who signed this Agreement for this corporation, was then \_\_\_\_\_ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_

[CORPORATE SEAL]

**Government:**

UNIT

By:

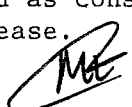
Name:

M.E. NYEREN

Title:

CONTRACTING OFFICER

The Government's execution of this Change of Lessor Form shall not be construed as consent to subordination of Government's interest to the Ground Lease.





U.S. Government Lease Change of Lessor Form  
Supplemental Agreement No. 6  
To Lease No. GS-09B-01133

TRANSFEROR:

HPI/GSA Properties Four, Limited Partnership

By: HPI/GSA Properties Four, LLC.  
Its: General Partner

(b) (6)

By: David Givner  
Its: Member

(b) (6)

By: Michael Verruto  
Its: Member

U.S. Government Lease Change of Lessor Form  
Supplemental Agreement No. 6  
To Lease No. GS-09B-01133

TRANSFeree:

HPI/GSA-4C, L.P.

By: HPI/GSA-4C, L.L.C.  
Its: General Partner

(b) (6)

By: David Givner  
Its: Member

(b) (6)

By: Michael Verruto  
Its: Member

SLA No. 8 - 1 page - (b)(4)

